



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement (this "NDA") is entered by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the entity set forth on the signature page below ("Recipient").

Recipient is interested in conducting an audit (the "Audit") on behalf of a current client of Tyler ("Tyler Client"). In connection with the Audit, Recipient has requested that Tyler disclose to Recipient certain confidential and proprietary information related to information security for Tyler. Such information may include, at Tyler's sole discretion, and without limitation, a copy of the summary of the most recent Independent Service Auditors' Report for Tyler (individually, an "Information Security Document" or "ISD", collectively, "Information Security Documents" or "ISDs").

THEREFORE, in consideration of the foregoing and of the mutual representations, covenants, and agreements contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. Confidentiality. Recipient agrees to not disclose or reproduce, or authorize any third party to disclose or reproduce, any portion of the ISD. Notwithstanding the foregoing, Recipient may disclose the ISD or portions thereof to the Tyler Client that Recipient represents, as well as to the officers and employees of Recipient or such Tyler Client as may be required to complete the Audit; provided, however, that Recipient informs such persons of the existence of this NDA and Recipient shall be responsible for any breach of this NDA by such persons. Recipient shall immediately notify Tyler upon the discovery of any loss or unauthorized disclosure or use of the ISD. Notwithstanding Section 8 below, the confidentiality obligations contained herein shall commence upon the Effective Date and continue for a period of five years from the disclosure of the applicable ISD.
2. Open Records Request. Recipient shall comply with the confidentiality covenants contained herein to the fullest extent permitted by applicable law. In the event of a request for the ISD is made under the applicable open records act, Recipient agrees to cooperate with any reasonable request of Tyler, at Tyler's expense, to maintain the confidentiality of the ISD. If a demand or request for disclosure of the ISD is made, Recipient agrees that it will promptly provide Tyler with notice of such demand or request.
3. Ownership. Recipient agrees that the ISD is and shall be the exclusive property of Tyler and that all copies thereof shall be surrendered to Tyler upon request. Recipient agrees that it shall have no rights, by license or otherwise, to use the ISD, except as expressly provided herein or in a separate written agreement specifically granting such rights.
4. No Warranty. Recipient acknowledges that the ISD has been prepared for Tyler by a third party. Tyler makes no representation, warranty, or guarantee to Recipient with respect to the value or accuracy of any information contained in the ISD, and Tyler shall not be held liable for any errors or omissions in the ISD.



5. Counterparts. This NDA may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same NDA.

6. Governing Law. This NDA will be governed by, and construed in accordance with, the substantive laws of the state of residence of Recipient.

7. Attorneys' Fees and Costs. To the extent allowed under applicable law, if attorneys' fees or other costs are incurred to secure performance of any obligations under this NDA, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

8. Term. The term (hereafter "Term") of this NDA commences on the date of last signature below and ends on the five (5) year anniversary of Term commencement.

9. Entire Agreement. This NDA constitutes the entire agreement and understanding among the parties and supersedes all prior discussions and agreements between the parties relating generally to the same subject matter. The entering into of this NDA shall not constitute any obligation on the part of either party to enter into any further agreement with the other party.

10. Authorized Signatories. **Tyler and Recipient each represent and warrant that the person executing this NDA on its behalf is authorized to do so.**

THEREFORE, the parties enter into this NDA which will be effective as of the last date set forth below (the "Effective Date").

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

Signed: _____
Name: _____
Title: _____
Date: _____

Address for Legal Notices:
1 Tyler Drive
Yarmouth, ME 04096

RECIPIENT

(Organization's Name)

Signed: _____
Name: _____
Title: _____
Date: _____

Address for Legal Notices:

